

# **Exhibit B**

To Affidavit of Vicki Baker in Support of  
Plaintiff's Motion for Summary Judgment



July 30, 2020

State Farm Fire Claims  
P.O. Box 106169  
Atlanta, GA 30348-6169  
FAX 844-236-3646

Vicki L. Baker  
17510 Benchmark Dr.  
Lakeside, MT 59922

Via email - VBAKER@PHARMACY-SPECIALISTS.COM

RE: Claim Number: 43-09K3-99V  
Date of Loss: July 25, 2020  
Location: 3600 Vista Verde Trail  
Mc Kinney, TX 75070

Dear Vicki L. Baker:

Thank you for the opportunity to review your Homeowners Policy claim. This letter confirms our conversation of July 29, 2020 regarding damages to your home caused by the biohazard loss as well as contamination and damage resulting from law enforcement action.

As we discussed, the necessary biohazard remediation and related structure repairs due to the death that occurred are covered under your policy. At our request, Servpro of Duncanville/Desoto has been retained to submit an estimate for the remediation and repairs. After our evaluation of the estimate, we will contact you to review it and any payment due. We also discussed the likelihood there is damage to personal property from the biohazard portion of your loss. Once you are able to inspect your home, please contact us to review the next steps in the claim process regarding any damaged contents.

During our conversation, you were advised we have completed our evaluation of the loss to your home and personal property resulting from actions of the police, including dispersal/discharge of tear gas. Please refer to your Homeowner's Policy (HW-2143) **SECTION I – LOSSES NOT INSURED** which states the following:

#### **SECTION I – LOSSES NOT INSURED**

1. **We** will not pay for any loss to the property described in Coverage A that consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through m. below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or

external forces, or occurs as a result of any combination of these:

j. contamination or pollution, meaning the presence, discharge, dispersal, seepage, migration, release, or escape of contaminants or pollutants at or from any source. This does not apply if the presence, discharge, dispersal, seepage, migration, release, or escape is itself caused by a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY.**

(1) contaminants and pollutants include but are not limited to any:

(a) solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, asbestos, or lead;

(b) contaminants or pollutants resulting from any natural resource extraction activities; or

....

3. *We* will not pay for, under any part of this policy, any loss consisting of one or more of the items below. Further, *we* will not pay for any loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to, or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

a. conduct, act, failure to act, or decision of any person, group, organization, or governmental body whether intentional, wrongful, negligent, or without fault;

....

Based on our investigation of your claim, the policy provisions cited above apply and coverage cannot be extended for this portion of your loss.

Thank you for the opportunity to provide claim service. Please call me if we can be of further assistance.

Sincerely,

Mary Ann Hadden  
Claim Specialist  
State Farm Lloyds  
844-458-4300 EXT9726573522